

**AGREEMENT —AMENDMENT NO. 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND 2NDNATURE LLC**

This Amendment No. 2 to the Agreement for Professional Services (the “Amendment”) is entered into this 23rd day of April 2024, by and between the City of Salinas (the “City”) and 2NDNATURE LLC, (the “Consultant”). City and Consultant may be individually referred to herein as a “Party” and collectively the City and Consultant may be referred to as the “Parties.”

RECITALS

WHEREAS, the City and Consultant first entered into an Agreement for Professional Services effective May 1, 2018, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Consultant amended the Agreement on March 6, 2023, to extend the term of the Agreement until May 1, 2024; and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term of the Agreement in order to ensure continuity of services and completion of NPDES permit requirements until a new NPDES permit is adopted in late 2025.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. The Agreement, Section 2 “Term: Completion Schedule”, is amended and restated in its entirety with the following:

This Agreement shall commence on 1 May 2018, and shall terminate on 1 October 2025, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties and may be terminated only pursuant to the terms of this Agreement.

2. The Agreement, Section 3 “Compensation”, is amended and restated in its entirety with the following:

City hereby agrees to pay Consultant on a time and materials basis for services rendered the City Not To Exceed \$2.5M for the duration of the Agreement, in accord with Consultant’s hourly rates of compensation set forth in **Exhibit B**.

3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Consultant have entered into this Agreement as of the date first written above.

CITY OF SALINAS

Jim Pia
Interim City Manager

APPROVED AS TO FORM:

☐ Christopher A. Callihan, City Attorney
☐ Rhonda Combs, Assistant City Attorney

CONSULTANT:

2NDNATURE LLC



Printed name: Nicole Beck
Title: Principal